

**UNITED STATES DISTRICT COURT
FOR THE
WESTERN DISTRICT OF PENNSYLVANIA**

MICHAEL ROBB,)
)
Plaintiff)

V.

Case No.: 3:15-cv-152

CARIBBEAN CRUISE LINE,)
)
Defendant)

COMPLAINT AND DEMAND FOR JURY TRIAL

COMPLAINT

MICHAEL ROBB (“Plaintiff”), by and through his attorneys, KIMMEL & SILVERMAN, P.C., alleges the following against CARIBBEAN CRUISE LINE. (“Defendant”):

INTRODUCTION

1. Plaintiff's Complaint is based on the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227 *et seq.*

JURISDICTION AND VENUE

2. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331. See *Mims v. Arrow Fin. Services, LLC*, 132 S. Ct. 740, 747, 181 L. Ed. 2d 881 (2012).

3. Defendant conducts business in the Commonwealth of Pennsylvania
and as such, personal jurisdiction is established.

4. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2).

PARTIES

5. Plaintiff is a natural person residing Central City, Pennsylvania 15926.

6. Plaintiff is a “person” as that term is defined by 47 U.S.C. § 153(39).

7. Defendant is a corporation that has its office located in Fort Lauderdale, Florida 33308.

8. Defendant is a “person” as that term is defined by 47 U.S.C. §153(39).

9. Defendant acted through its agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.

FACTUAL ALLEGATIONS

10. Plaintiff has a cellular telephone number that he has had for more than one year.

11. Plaintiff has only used this number as a cellular telephone number.

12. Plaintiff never provided permission to Defendant to call his cellular telephone number or to contact him regarding any goods or services offered by Defendant.

13. Beginning in or around September 2015 and thereafter, Defendant called Plaintiff on his cellular telephone.

1 14. When contacting Plaintiff, Defendant's messages would state its name
2 and that its purpose; an offer for a discount vacation package.

3 15. Plaintiff informed Defendant that he was uninterested in the offer and
4 requested all communications to his cellular number to cease.

5 16. Defendant ignored Plaintiff's request and continued to call thereby
6 annoying and frustrating Plaintiff.

7 17. Defendant's telephone calls were not made for "emergency purposes."
8

9
10 **DEFENDANT VIOLATED THE**
11 **TELEPHONE CONSUMER PROTECTION ACT**

12 18. Plaintiff incorporates the forgoing paragraphs as though the same were
13 set forth at length herein.

14 19. Defendant's calls to Plaintiff were not made for emergency purposes.

15 20. Defendant's calls to Plaintiff, in and after
16 September 2014, were not made with Plaintiff's prior express consent.

17 21. Defendant's acts as described above were done with malicious,
18 intentional, willful, reckless, wanton and negligent disregard for Plaintiff's rights
19 under the law and with the purpose of harassing Plaintiff.
20

21 22. The acts and/or omissions of Defendant were done unfairly,
22 unlawfully, intentionally, deceptively and fraudulently and absent bona fide error,
23 lawful right, legal defense, legal justification or legal excuse.
24
25

RESPECTFULLY SUBMITTED,

DATED: 5/29/2015

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